

06-56-CD  
Mort. Elec. Reg. Vs Christine

Mortgage Electronic vs Christine Barrick et  
2006-56-CD

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 825-6318  
WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

FILED  
m 11:07 AM  
JAN 12 2006  
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2cc Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.  
CHRISTINE L. BARRICK  
HOWARD M. BARRICK  
**Mortgagors and Real Owners**  
322 East Scribner Avenue  
Du Bois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-56-CD

CIVIL ACTION: MORTGAGE  
FORECLOSURE

## NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

## A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 800-641-4978 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CWD-5351.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

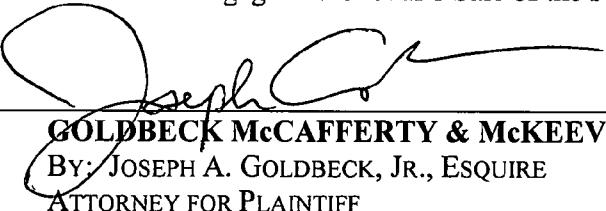
1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The names and addresses of the Defendants are CHRISTINE L. BARRICK, 322 E. Scribner Avenue, Du Bois, PA 15801-2266 and HOWARD M. BARRICK, 322 E. Scribner Avenue, Du Bois, PA 15801-2266, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On July 02, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200110988. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. Mortgage Electronic Registration Systems Inc. is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for Countrywide Home Loans Servicing LP, which is the owner of the entire beneficial interest in the mortgage.
5. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
6. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 01, 2005 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
7. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$41,291.40
Interest from 07/01/2005	\$1,762.99
through 01/31/2006 at 7.2500%	
Per Diem interest rate at \$8.20	
Reasonable Attorney's Fee at 5% of Principal Balance as	\$2,064.57
more fully explained in the next numbered paragraph	
Late Charges from 08/01/2005 to 01/31/2006	\$108.89
Monthly late charge amount at \$18.15	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$156.39	
	<hr/>
	\$46,127.85

8. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

9. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
10. Notice of Intention to Foreclose has been sent to Defendants by certified mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B".

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$46,127.85, together with interest at the rate of \$8.20, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

I, Joseph A. Goldbeck Jr., as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 1-11-06

A handwritten signature in black ink, appearing to read "Joseph A. Goldbeck Jr.", is written over a horizontal line. The signature is cursive and fluid.

# *Exhibit A*

Legal Description: (As shown on Mortgage)

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POST ON THE CORNER OF SCRIBNER AVENUE AND HOPE STREET; THENCE ALONG THE LINE OF HOPE STREET, WEST 142 FEET, MORE OR LESS, TO A POST ON AN ALLEY; THENCE ALONG THE LINE OF SAID ALLEY, SOUTH 46 FEET, MORE OR LESS, TO A POST ON THE LINE OF LAND NOW OR FORMERLY OF AUSTIN CLARK; THENCE EAST ALONG THE LINE OF LAND NOW OR FORMERLY OF AUSTIN CLARK, 142 FEET, MORE OR LESS, TO A POST ON SCRIBNER AVENUE; THENCE NORTH ALONG THE LINE OF SAID AVENUE, 46 FEET, MORE OR LESS, TO HOPE STREET, THE PLACE OF BEGINNING. BEING KNOWN IN THE PLAN OF N.L. HOOVER'S ADDITION TO THE CITY OF DUBOIS AS LOT NO. 13.

# *Exhibit B*

**COUNTRYWIDE HOME LOANS INC.**  
Tiffany Orise  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632  
972-526-3115

December 7, 2005

Certified Mail No.

PROPERTY: 322 East Scribner Avenue, Du Bois, 15801  
LOAN NO.: 1938888  
MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
CURRENT  
LENDER/SERVICER: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

TO: **CHRISTINE L. BARRICK**  
**322 E. Scribner Avenue**  
**Du Bois, PA 15801-2266**

**HOWARD M. BARRICK**  
**322 E. Scribner Avenue**  
**Du Bois, PA 15801-2266**

**WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT  
TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**  
under Section 403 of Penna. Act No. 6 of 1974  
(READ ALL PAGES OF THIS NOTICE CAREFULLY)

The MORTGAGE held by the above named CURRENT LENDER/SERVICER (hereinafter referred to as we, us, or ours) is the holder of the first mortgage on your property described above. The mortgage is in SERIOUS DEFAULT because you have not made the monthly payments as noted below under (a) and/or because you have failed to comply with or perform the other provisions of the mortgage obligation, if any, as noted below under (d). Previous late charges under (b) and other charges, if any under (c) noted below, have also accrued to this date. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN YOUR PAYMENTS AS OF THE DATE OF THIS LETTER, IS NOTED BELOW UNDER (e).

- (a) Monthly payment from 08/01/2005 thru 12/31/2005  
(5 mos. at \$453.82/month) \$2,269.10
- (b) Late charges from 08/01/2005 thru 12/31/2005  
(5 mos. at \$18.15/month) \$90.75
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE: \$2,359.85

You may cure this default within THIRTY (30) DAYS of this letter by paying to us the amount under (e) above, plus any additional monthly payments and late charges (and other charges) WHICH MAY FALL DUE DURING THIS PERIOD. Such payment must be made either by CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER made payable to - (Attention: *Tiffany Orise*) COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35, Plano, TX 75024-3632

If you do not cure the default with THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case

to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the thirty day period, you will not be required to pay attorney's fees.

Also, we may sue you personally for the unpaid principal balance, and all other sums due under the mortgage.

If you have not cured the default within the thirty day period, and foreclosure proceedings have begun, you will still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late charges, charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such Sheriff's Sale could be held would be approximately THREE (3) MONTHS FROM THE DATE OF THIS LETTER.

A notice of the date of Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 972-526-3115. This payment must be in cash, cashier's check, certified check or money order and made payable to us at the address stated above.

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's Sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES, AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO, OR AT THE SALE AND THAT OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST.) YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Contact Person: Tiffany Orise

Phone Number: 972-526-3115

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
Fax (215) 627-7734



P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

October 03, 2005

Certified Mail  
7113 8257 1470 7226 1244  
Return Receipt Requested

Howard M Barrick  
322 E SCRIBNER AVE  
DU BOIS, PA 15801-2266

Account No.: 1938888  
Property Address:  
322 East Scribner Ave  
Du Bois, PA  
FHA/VA Case #: 4422212362703

### NOTICE OF INTENTION TO FORECLOSE

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	08/01/2005	-	10/31/2005	@	\$453.82	\$1,361.46
<u>Late Charges:</u>	08/01/2005	-	09/30/2005	@	\$18.15	\$36.30
<u>Other Charges:</u>	Uncollected Late Charges:					\$0.00
	Uncollected Costs:					\$0.00
	Partial Payment Balance:					(\$0.00)

TOTAL DUE: **\$1,397.76**

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter. To cure the default, Countrywide must receive the amount of \$1,397.76, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to Countrywide at P.O. Box 660694, Dallas, TX 75266-0694. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment.

If this default is not cured within **THIRTY-FIVE (35) DAYS**, the mortgage payments will be accelerated. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to have the original mortgage paid off in monthly installments. If the full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings against the collateral involved, Countrywide and the Noteholder will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started the reasonable attorney's fees will have to be paid even if they are over \$50.00. Any attorney's fees will be added to whatever is owed to us, which may also include our reasonable costs. If this default is cured within the thirty-five (35) day period, the attorney's fees will not be required to be paid. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Account Number: 1938888-3  
Howard M Barrick  
322 East Scribner Ave

Balance Due for charges listed above: \$1,397.76 as of 10/3/2005.

Please update e-mail information on the reverse side of this coupon.

BLQPA2

Additional  
Principal

Additional  
Escrow

Other

Check  
Total

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694

00193888300000139776000139776

It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

You should realize that a foreclosure sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 7, 2005 as outlined above will result in the acceleration of your debt.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-4578.

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 1938888  
Howard M Barrick E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

**FILED**

**JAN 12 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101159  
NO: 06-56-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC  
VS.  
DEFENDANT: CHRISTINE L. BARRICK and HOWARD M. BARRICK

**SHERIFF RETURN**

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NOW, January 26, 2006 AT 11:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINE L. BARRICK DEFENDANT AT 322 E. SCRIBNER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRANDY BARRICK, DAUGHTER IN-LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

01/31/06  
(S)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101159  
NO: 06-56-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC  
vs.  
DEFENDANT: CHRISTINE L. BARRICK and HOWARD M. BARRICK

**SHERIFF RETURN**

---

NOW, January 26, 2006 AT 11:26 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HOWARD M. BARRICK DEFENDANT AT 322 E. SCRIBNER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRANDY BARRICK, DAUGHTER IN-LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101159  
NO: 06-56-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

vs.

DEFENDANT: CHRISTINE L. BARRICK and HOWARD M. BARRICK

**SHERIFF RETURN**

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RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	246297	20.00
SHERIFF HAWKINS	GOLDBECK	246297	40.91

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

  
by Marilyn Hanner

Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6321  
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

CHRISTINE L. BARRICK  
HOWARD M. BARRICK  
(Mortgagor(s) and Record owner(s))  
322 East Scribner Avenue  
Du Bois, PA 15801

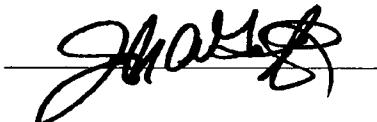
IN THE COURT OF COMMON PLEAS  
of Clearfield County

No. 06-56-CD

**PRAECIPE TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

**FILED**  
m/2/00 cm (in) No CC  
MAR 27 2000 (in) Cert of disc to Atty  
Goldbeck and  
Copy to C/PA

William A. Shaw  
Prothonotary

7 8  
FILED

MAR 27 2006

William A. Shaw  
Prothonotary

**GOLDBECK McCAFFERTY & McKEEVER**  
A Professional Corporation  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
[www.goldbecklaw.com](http://www.goldbecklaw.com)

March 23, 2006

**PROTHONOTARY OF CLEARFIELD COUNTY**

William Shaw  
Prothonotary of Clearfield County  
230 E. Market Street  
Clearfield, PA 16830

**RE: Docket Number: Term; No.: 06-56-CD**

To the Prothonotary:

Kindly file of record the enclosed Praecipe to Discontinue and End.

A time stamped copy does **not** need to be returned to our office.

Goldbeck McCafferty & McKeever  
George Alexander  
Paralegal/Accounting Department  
215-825-6321  
[galexanader@goldbecklaw.com](mailto:galexanader@goldbecklaw.com)  
main number: 215-627-1322

Enclosures

cc:

CHRISTINE L. BARRICK  
322 E. Scribner Avenue  
Du Bois, PA 15801-2266

HOWARD M. BARRICK  
322 E. Scribner Avenue  
Du Bois, PA 15801-2266

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Mortgage Electronic Registration Systems, Inc.**

Vs.

**No. 2006-00056-CD**

**Christine L. Barrick  
Howard M. Barrick**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 27, 2006, marked:

Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Joseph A. Goldbeck Jr Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of March A.D. 2006.



\_\_\_\_\_  
William A. Shaw, Prothonotary